

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPREHENSIVE DECUBITUS THERAPY, INC.		03/15/2013	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	WHITEHORSE FINANCE, INC., as Administrative Agent
Street Address:	1450 Brickell Avenue
Internal Address:	31st Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4141224	ADVANCED TISSUE
Registration Number:	4141225	AT
Registration Number:	4141226	AT ADVANCED TISSUE
Serial Number:	85273838	YOU BE THE CLINICIAN... WE'LL BE THE SUPPLIER

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431
 Email: cfraser@kslaw.com
 Correspondent Name: Carol Fraser, Corporate Paralegal
 Address Line 1: 1180 Peachtree Street N.E.
 Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	20729.015006 (MOLEN)	TRADEMARK
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CH \$115.00 4141224

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	03/15/2013
Total Attachments: 7 source=AT - Trademark Security Agreement (executed 3-15-13)#page1.tif source=AT - Trademark Security Agreement (executed 3-15-13)#page2.tif source=AT - Trademark Security Agreement (executed 3-15-13)#page3.tif source=AT - Trademark Security Agreement (executed 3-15-13)#page4.tif source=AT - Trademark Security Agreement (executed 3-15-13)#page5.tif source=AT - Trademark Security Agreement (executed 3-15-13)#page6.tif source=AT - Trademark Security Agreement (executed 3-15-13)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 15th day of March, 2013, between the "Grantor" listed on the signature page hereof ("Grantor") and WhiteHorse Finance, Inc., in its capacity as administrative agent for the Lender Group (together with its successors and assigns, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Comprehensive Decubitus Therapy, Inc., an Arkansas corporation ("CDT"), Lamb Holding Company, Inc., an Arkansas corporation ("Parent"; CDT and Parent are referred to herein each, individually, as a "Borrower" and, collectively, jointly and severally, as the "Borrowers"), the other Persons party thereto from time to time as Guarantors (the "Guarantors"), the financial institutions party from time to time thereto as lenders (the "Lenders") and the Administrative Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lender Group is willing to make the financial accommodations to the Borrowers and the other Borrower Parties as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of March 15, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks (other than any intent to use United States Trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office) and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) any breach of any Trademark License with Grantor.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

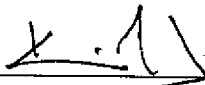
7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations other than unasserted contingent liability and indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**COMPREHENSIVE DECUBITUS
THERAPY, INC., as Grantor**

By: 
Name: Kevin Lamb
Title: Chief Executive Officer, Executive
Vice President, Secretary and Treasurer

**ACCEPTED AND
ACKNOWLEDGED BY:**

**WHITEHORSE FINANCE, INC.,
as Administrative Agent**

By: _____
Name: Alastair Merrick
Title: CFO and Treasurer

Trademark Security Agreement

**TRADEMARK
REEL: 004983 FRAME: 0946**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**COMPREHENSIVE DECUBITUS
THERAPY, INC., as Grantor**

By: _____
Name: Kevin Lamb
Title: Chief Executive Officer, Executive
Vice President, Secretary and Treasurer

**ACCEPTED AND
ACKNOWLEDGED BY:**

**WHITEHORSE FINANCE, INC.,
as Administrative Agent**

By: Alastair Merrick
Name: Alastair Merrick
Title: CFO and Treasurer

Trademark Security Agreement

**TRADEMARK
REEL: 004983 FRAME: 0947**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application / Registration Date
Comprehensive Decubitus Therapy, Inc. dba Advanced Tissue	United States	Advanced Tissue	4,141,224	May 15, 2012
Comprehensive Decubitus Therapy, Inc. dba Advanced Tissue	United States	AT and Design	4,141,225	May 15, 2012
Comprehensive Decubitus Therapy, Inc. dba Advanced Tissue	United States	AT Advanced Tissue and Design	4,141,226	May 15, 2012
Comprehensive Decubitus Therapy, Inc. dba Advanced Tissue	United States	You Be The Clinician...We'll Be The Supplier	85273838	March 22, 2011

Trade Names

Advanced Tissue

www.advtis.com

www.advancedtissue.net

www.advancedtissue.com

CDT

Comprehensive Decubitus Therapy, Inc.

Comprehensive Decubitus Therapy, Inc. dba Advanced Tissue

Common Law Trademarks

**Your Partner in Wound Care
The Recognized National Leader In The Delivery Of Wound Care Supplies.
Wound Care Is All We Do. Experience The Benefit.**

Trademark Licenses

None